
IN RE: NATIONAL FOOTBALL	:	No. 2:18-md-02323-AB
LEAGUE PLAYERS' CONCUSSION	:	
INJURY LITIGATION (Special	:	MDL No. 2323
Ancillary Matters)	:	

Kevin Turner and Shawn Wooden,	:	No. 2:12-md-02323-AB
<i>on behalf of themselves and others</i>	:	
<i>similarly situated,</i>	:	MDL No. 2323

Plaintiffs,	:	Hon. Anita B. Brody
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v.	:	
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National Football League and NFL	:	
Properties, LLC, successor-in-interest	:	
to NFL Properties, Inc.,	:	

Defendants.	:	
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THIS DOCUMENT RELATES TO:	:	
ALL ACTIONS	:	

**REPLY MEMORANDUM OF LAW OF CLASS MEMBER ANDREW
STEWART SUPPORTING HIS MOTION TO REQUIRE THE CLAIMS
ADMINISTRATOR TO PAY MONETARY AWARD**

RD Legal is in business to make money – lots of it. But it assumes much risk to do so, including whether its agreements are actually enforceable. RD Legal was not doing a favor for Andrew Stewart when it provided cash to him and Peachtree in 2016. It was purely a business decision that RD Legal believed would generate enormous profits. RD Legal stood to receive as much as \$665,234 from Mr. Stewart's Monetary Award of \$700,000 and has aggressively litigated its claims to those funds. If Mr. Stewart (and class counsel) had not opposed the stay motion, Mr. Stewart would still be waiting for a distribution from the Claims

Administrator of his Monetary Award. RD Legal's latest position, that it will accept a \$343,120.53 rescission payment, is not the result of some newly found sense of altruism; rather, it is a response forced by the Court's initial ruling voiding its agreements with Mr. Stewart and other class members and its failure to steamroll Mr. Stewart with the stay motion.

Contrary to RD Legal's assertion, Mr. Stewart did not offer it a rescission payment of \$343,120.43 in return for a waiver. Rather, the Claims Administrator *instructed* Mr. Stewart's counsel to provide RD Legal with a copy of the waiver form. (RD Legal Ex. 1.) Under Rule 8 of the Rules Governing Assignment of Claims, however, Mr. Stewart is not compelled to agree to the rescission amount sought by RD Legal or sign over his rights to receive the Monetary Award, even if a rescission payment is tendered.

RD Legal further argues that this Court cannot and should not decide how its December 8 Order applies to Mr. Stewart's particular history of transactions with funders because the Claims Administrator and Special Master have purportedly already decided the issue. Nonsense. RD Legal concedes that the Special Master has not issued "an order, report, or recommendation" and the Claims Administrator clearly has not made a final decision because it has neither released the \$90,000 payment to Mr. Stewart as requested nor has it released to RD Legal the \$343,120.43 it demands. Thus, it is appropriate and necessary for this Court to interpret its own order and to decide Mr. Stewart's Motion.

Mr. Stewart previously submitted all documentation related to the RD Legal and Peachtree transactions to the Claims Administrator and the Peachtree documents are provided here for the Court's convenience.¹ There is no doubt that Peachtree's agreements with Mr. Stewart are just as illegal as the agreement he had with RD Legal. Peachtree has now received \$90,000 of illegal payments. So who should bear the risk of retrieving those illegal payments from Peachtree, Mr. Stewart or RD Legal? Clearly, the answer is RD Legal, an entity solely in the business of making risky bets on the outcome of litigation, not Mr. Stewart.

Accordingly, for the reasons stated above and in Mr. Stewart's opening brief, Mr. Stewart respectfully requests that the Court grant Mr. Stewart's Motion.

¹ Mr. Stewart entered into an agreement with Ludus Capital ("Ludus") on September 22, 2014. Under this Agreement, Ludus purportedly purchased a portion of Mr. Stewart's monetary payment for \$108,000. Mr. Stewart received \$105,000 after deduction of a \$3,000 "Document Fee." (Movant Ex 1.) Mr. Stewart entered into another agreement with Ludus Capital on December 8, 2014. Under this second Agreement, Ludus purportedly purchased another portion of Mr. Stewart's monetary payment for \$77,000. Mr. Stewart received \$75,000 after deduction of a \$2,000 "Document Fee." (Movant Ex. 2.) Ludus Capital subsequently transferred both agreements to Peachtree. RD Legal paid \$270,000 to Peachtree, even though Peachtree paid only \$180,000 to Mr. Stewart. The remainder constituted illegal fees, interest, costs or other kinds of unlawful payments.

Respectfully submitted,

Dated: July 6, 2018

/s/Michael H. Rosenthal
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing was served on June 12, 2018 on all counsel of record by the Court's ECF system and to the Claims Administrator via email.

/s/ Michael H. Rosenthal
Michael H. Rosenthal